



Cahuilla Band of Indians

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Cahuilla Band of Indians Land Assignment Ordinance

Section 1: Title

This Ordinance shall be known as the Cahuilla Band of Indians Land Assignment Ordinance (“Ordinance”).

Section 2: Purpose

The Cahuilla Band of Indians establishes this Land Assignment Ordinance for the purposes of maintaining the peace, safety and welfare of its Tribal Members and Reservation community by establishing a fair and uniform process of documenting and maintaining records pertaining to land assignments.

Section 3: Authority

This Ordinance is enacted pursuant to the Tribe's inherent sovereign authority to set forth general rules and regulations regarding Tribal Land Assignments in accordance with the Tribe's customs and traditions, and its authority as the government of the Reservation, except as specifically limited by federal law. In addition, this Ordinance delegates to Cahuilla Tribal Court (“Tribal Court”), the authority to resolve land disputes regarding land located within the exterior boundaries of the Reservation.

Section 4: Definitions

Adult means any person who is at least eighteen (18) years of age or older.

BIA means the Bureau of Indian Affairs.

Child(ren)/grandchild(ren) refers to a biological child(ren)/grandchild(ren) or a legally adopted child(ren)/ grandchild(ren) of a Tribal Member if he/she/they are eligible for tribal membership in accordance with Tribal law.

Conservator means any person who has taken legal action and has been granted conservatorship powers over another by a court of competent jurisdiction.

Claimant means the person(s) who files a land dispute claim in Tribal Court.

General Council is the governing body of the Cahuilla Band of Indians, which governs tribal matters at convened and duly noticed meetings and that are voted on by Cahuilla Tribal Members age 21 and older.

General Membership means all recognized Cahuilla Tribal Members.

Interested Party means any Tribal Member who is determined by the Tribal Court to have a recognizable legal interest in an assignment and who seeks to participate in a dispute proceeding involving the assignment.

Land Assignee means a Tribal Member who has been granted a land assignment on the Cahuilla Reservation pursuant to this Ordinance or under tribal custom and tradition prior to the adoption of this Ordinance.

Land Assignment (“Assignment”) means Tribal land within the exterior boundaries of the Reservation assigned to a Tribal Member for his or her use in accordance to past Tribal laws including Resolution 90-11 pursuant to this Ordinance, custom and tradition or primarily through inheritance, which is recognized by the Cahuilla General Council.

Land Dispute means a disagreement between Tribal Members over claims to a Land Assignment.

Legal Guardian means any person who has taken legal action and has been granted legal guardianship of a minor or adult by a court of competent jurisdiction.

Legally Adopted Children – a person adopted by a Tribal Member in accordance with Tribal or state law through a final decree issued by a court of competent jurisdiction.

Reservation means the Cahuilla Band of Indians’ Reservation.

Respondent means a person against whom a Land Dispute claim is filed.

Spouse refers to one person of a legally married couple under the law of any state or federally recognized tribe.

Tribal Council means the five Tribal Member officials elected by General Council of the Tribe pursuant to its customs and traditions that is duly authorized by the Cahuilla General Council to administer tribal law and other directives of the General Council.

Tribal Court means the Intertribal Court of Southern California or any other court authorized to hear Tribal disputes by the General Council.

Tribal Law means the law of the Cahuilla Band of Indians, including its customs, traditions, ordinances, resolutions and other enactments of the General Council or of the Tribal Council upon delegation by the General Council.

Tribal Member(s) means a Member of the Cahuilla Band of Indians who appears on the Cahuilla Membership Roll.

Tribal Member Spouse means a Tribal Member who is the spouse of another Tribal Member.

Tribe means the Cahuilla Band of Indians.

Will means a notarized written document knowingly and willingly executed by a Tribal Member and witnessed by two disinterested adults that contains instructions on who he or she wants their property, including their Land Assignment, to be gifted to upon their death.

Section 5: Land Assignment Acquisition

In order to be eligible for a Land Assignment, an individual must be a Tribal Member of the Tribe. If the Tribal Member is under the age of 18 and has not been emancipated by a court of competent jurisdiction, said Assignment(s) will be held in trust by a Legal Guardian until the minor Tribal Member turns 18. A Conservator may hold an Assignment for a Tribal Member who is subject of a valid conservatorship. A Tribal Member may acquire a Land Assignment in the following ways:

1. By action of the General Council at a duly called and convened General Council meeting.
2. Being gifted/given an Assignment by another Tribal Member. This action must be documented by the parties subject to the transaction and filed with the Tribal Office.
3. Purchasing a Land Assignment from a Land Assignee. This action must be documented by all Tribal Members involved and filed with the Tribal Office.
4. Through inheritance of a Tribal Member. If a Tribal Member leaves a valid Will, his/her Assignment(s) shall pass according to the Will. In the event a Tribal Member passes away without leaving a Will, his/her Land Assignment(s) shall pass to his or her heirs in the following order:
 - a) The surviving Tribal Member Spouse shall inherit the deceased Assignment(s).
 - b) If there is no surviving Tribal Member Spouse, the surviving Tribal Member Child(ren) shall each receive an equal interest in the decedent's Assignment(s). In the event the Tribal Member Child(ren) are underage, the Assignment will be held in trust by a Legal Guardian or the Tribe until the Child(ren) reaches the age of 18.
 - c) If there is no surviving Tribal Member Spouse or Child(ren) of the deceased, the surviving Tribal Member Grandchild(ren) shall each receive equal interest in the decedent's Assignment(s).

- d) If there is no surviving Tribal Member Spouse, Child(ren) or Grandchild(ren) of the deceased, the surviving Tribal Member parent(s) shall each receive equal interest in the decedent's Assignment(s).
- e) If there is no surviving Tribal Member Spouse, Child(ren), Grandchild(ren) or parent(s) of the deceased, the surviving Tribal Member's siblings shall each receive equal interest in the decedent's Assignment(s).
- f) If there is no surviving Tribal Member Spouse, Child(ren), Grandchild(ren), parent(s) or siblings of the deceased, the surviving Tribal Member's nieces and nephews shall each receive equal interest in the decedent's Assignment(s).
- g) If there is no surviving Tribal Member Spouse, Child(ren), Grandchild(ren), parent(s), siblings or nieces and nephews, then the Assignment(s) shall revert back to the Tribe.

Section 6: Confirmation of Existing Assignments

Upon adoption of this Ordinance, a map of the Reservation shall be presented to the General Council and posted for a period of 90 days ("Initial Period") at the Tribal Office. Any person wishing to claim a piece or parcel of a Land Assignment must do so within this period. The Tribal Member wishing to claim a piece or parcel of a Land Assignment must submit a written and notarized statement to the Tribal Council. At the end of the 90 days, Assignments with no multiple or contested claims to it shall be considered not in dispute and the Tribal Member claiming that Assignment will be considered the Assignee of said Assignment. In the event of multiple Tribal Members claiming an Assignment, the Assignment will be considered in dispute and the Land Dispute process must be followed. In the event a piece or parcel of property is left unclaimed by any Tribal Member, the piece or parcel of property shall revert to the Tribe and such parcels of property shall be considered Tribal Property.

Section 7: Land Disputes

The Tribal Court shall have jurisdiction over Land Disputes and render final and binding judgements on Land Disputes within the Cahuilla Reservation. Any Tribal Member wishing to file a Land Dispute claim must abide by the following procedure.

1. Capacity to file a Land Dispute: Claimant must be a Tribal Member and age 18 or older, be the Conservator of a Tribal Member or the Legal Guardian to an underage Tribal Member.
2. Information required: Claimant must file a claim with the Tribal Court and include a statement of the nature of the dispute including but not limited to:
 - a) Map of Assignment
 - b) Boundary lines
 - c) Proof of interest in said Assignment(s) and connection to the land in dispute;
 - d) To the best of Claimant knowledge, names of all other Interested Parties (persons who filed competing claims herein Respondents) and including their alleged connection to the Land in Dispute.

- e) Copies of all relevant documents which may be required by the Tribal Court to address the Land Dispute and help inform the Tribal Court and the parties about the facts, including but not limited to, BIA records, Wills, deeds, Tribal and General Council records, surveys, bill of sale or any other relevant correspondence.
3. After the Initial Period, once a claim is filed for a parcel of property that is disputed, the Claimant must serve all known Respondents and issue a public notice at the Tribal Administration Office, within 30 days of the filing of the claim. A proof of service must be filed with the Court by the person who served the claim and include who was served, when and the manner of service. There are to be no changes in the condition of, improvements to, squatting or occupation by Claimant(s) upon a parcel that is subject to a pending Land Dispute.
4. If the Respondents do not respond to the claim within 30 days of being served by filing an answer or response with the Tribal Court, the Assignment will be considered the Claimant's and the decision shall be final. In the event the persons served respond within the 30 day deadline, and the parties are unable to resolve the dispute internally, the Court proceeding shall follow and all parties will present their case to the Tribal Court for a ruling. Tribal Court decisions will be served on Claimants and Respondents by registered mail.
5. Once the Tribal Court issues a decision in a Land Dispute, the losing party has thirty days from receipt of the decision to file an appeal in Tribal Court. Land disputes decided on appeal are final and cannot be appealed further. Tribal Members who do not abide by the Tribal Court's decision are subject to further action by the Tribal Council in accordance with Tribal law, including but not limited to the Exclusion Ordinance.
6. Claimants are responsible for paying the initial filing fee for any Land Dispute. All other Tribal Court costs will be covered by the Tribe however the Tribe will seek reimbursement of its costs and fees related to the Land Dispute from a losing Tribal Member's Revenue Sharing Trust Fund and/or Per Capita Payments within two years of the deadline to file an appeal or the Tribal Court's final decision. The Tribe may also seek any other legal civil remedies available under Tribal or state law.

Section 8: Sovereign Immunity

Nothing in this Ordinance is intended to waive the sovereign immunity of the Tribe, its officers, employees, or agents, and this Ordinance shall not be so construed. In administering the provisions of this Ordinance, tribal officers, employees, and agents are acting in their official capacities in the exercise of the Tribe's inherent authority to control access and the use of its Reservation lands; thus, any action against any of them would directly impact the Tribe's ability to exercise its sovereign powers, and they are cloaked with the Tribe's immunity from suit.

Section 9: Repealer

If any provision of this Ordinance conflicts with any other applicable law, code, ordinance, rule or regulation, the provisions of this Ordinance shall prevail, and to that extent, any conflicting provision of another applicable law, code, ordinance, rule or regulation regarding Land Assignments is hereby repealed.

Section 10: Severability

If any provision of this Ordinance, or its application to any Person or entity, is held to be invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

Section 11: Effective Date


This Ordinance shall be effective upon the date of its approval by majority ballot vote of the General Council.

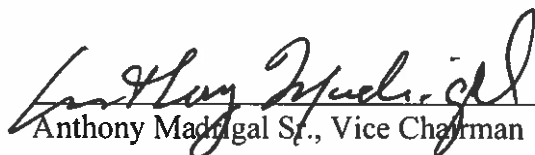
Section 12: Amendment or Repeal of this Ordinance

This Ordinance may only be amended or repealed by majority ballot vote of the General Council.

Certification

The Cahuilla Band of Indians General Council enacted the foregoing Land Assignment Ordinance by a ballot vote of the General Council with 49 votes in favor and 46 votes in opposition. The results of the ballot vote have been certified by the Cahuilla Election Committee and announced at a duly called General Membership meeting.


Daniel Salgado, Tribal Chairman


Anthony Madrigal Sr., Vice Chairman


Erica Rae Macias, Council Secretary


Adrian Salgado Sr., Council Member


Gerald Clarke Jr., Council Member